

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS

FOR THE ELEVENTH CIRCUIT

No. 08-14785

FILED U.S. COURT OF APPEALS ELEVENTH CIRCUIT AUGUST 12, 2010 JOHN LEY CLERK
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D. C. Docket No. 07-00083-CV-WCO

INFINITY GENERAL INSURANCE CO.,
f.k.a. Coventry Insurance Co.,

Plaintiff-Appellee,

versus

TONYA BOGGUS REYNOLDS,
Individually,
VIVIANA TOVER LLOYD,
Individually, et al.,

Defendants-Appellants.

Appeal from the United States District Court
for the Northern District of Georgia

(August 12, 2010)

Before WILSON and ANDERSON, Circuit Judges, and GOLDBERG,* Judge.

* Honorable Richard W. Goldberg, United States Court of International Trade
Judge, sitting by designation.

PER CURIAM:

This case returns to us after we certified a question to the Georgia Supreme Court regarding its law of automobile insurance policy cancellation. Infinity Gen. Ins. Co. v. Reynolds, 570 F.3d 1228 (11th Cir. 2009). The Georgia Supreme Court has answered our question in the negative. Infinity Gen. Ins. Co. v. Reynolds, ___ S.E. 2d ___, No. S09Q1613 (Ga. March 15, 2010).

For background information on this case, we refer the reader to our previous opinion, Infinity Gen. Ins. Co. v. Reynolds, 570 F.3d 1228 (11th Cir. 2009). In that case, we certified the following question:

IS A NOTICE OF CANCELLATION, PROPERLY GIVEN AFTER THE PREMIUM IS PAST DUE, INEFFECTIVE BECAUSE IT PROVIDES AN OPPORTUNITY FOR THE INSURED TO KEEP THE POLICY IN FORCE BY PAYING THE PAST-DUE PREMIUM WITHIN THE STATUTORY TEN-DAY PERIOD?

570 F.3d at 1232. In answering the question, the Georgia Supreme Court examined the language of the cancellation notice at issue and found it unambiguous. ___ S.E. 2d at ___. It distinguished the cases upon which Appellants relied, and stated that public policy supported its interpretation. Id. at ___.

Because the Georgia Supreme Court determined that the Insurance Company provided effective notice of cancellation under Georgia law, we affirm the district court's grant of summary judgment.

AFFIRMED.